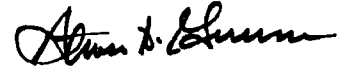


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Holding Company, LLC, Tuffy Ranch Properties, LLC and

The Foothills at Wingfield, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

**WINGFIELD NEVADA GROUP HOLDING
COMPANY LLC, a Nevada limited liability
company, TUFFY RANCH PROPERTIES,
LLC, a Nevada limited company; THE
FOOTHILLS AT WINGFIELD, LLC, a
Nevada limited liability company**

Plaintiffs,

vs.

**F. HARVEY WHITEMORE, an individual;
ANNETTE WHITEMORE, an individual;
THE LAKESHORE HOUSE LIMITED
PARTNERSHIP, a Nevada Limited
partnership; BRADLEY J. MAMER, an
individual, DOES I through X and ROE
CORPORATIONS XI through XX,**

Defendants.

Case No.: A-12-655426-B

Dept. No.: XIII

FIRST AMENDED COMPLAINT

**(Request for Business Court Assignment
Pursuant to EDCR 1.61(a)(2)(ii))**

Plaintiffs Wingfield Nevada Group Holding Company, LLC ("Wingfield" or "WNG"),
Tuffy Ranch Properties, LLC ("TRP"), and The Foothills at Wingfield, LLC ("Foothills")

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(collectively "Plaintiffs") by and through their attorneys, PISANELLI BICE PLLC and ROBISON, BELAUSTEGUI, SHARP & LOW, for their Amended Complaint against F. Harvey Whittemore ("Whittemore"), Annette Whittemore, The Lakeshore House Limited Partnership ("LHLP"), and Bradley J. Mamer ("Mamer") (collectively "Defendants") state and allege as follows:

OVERVIEW

1. This is a case involving the misappropriation, breach of fiduciary duties and embezzlement of tens of millions of dollars. Acting as a manager of Wingfield, Whittemore has admitted and confessed to engaging in over 20 different financial transactions designed to deplete Wingfield of its assets for the sole purposes of enhancing and promoting Whittemore's financial condition and to further his standing in the political community of Nevada. By engaging in misappropriation of corporate assets, by misusing and exploiting corporate assets, by failing to document corporate and personal transactions, by misleading and lying to other Wingfield owners and employees, by discouraging employees from disclosing key facts to the other Wingfield owners, and by using the bank accounts of Wingfield for his personal purposes, Whittemore has breached his fiduciary duties to Wingfield and its owners, has committed a series of fraudulent transactions designed to financially harm Plaintiffs, and has conspired to use Wingfield improperly and illegally to advance his personal and financial interests. Whittemore must be ordered to make full and complete restitution, pay Wingfield all sums he has misappropriated, pay compensatory damages, legal fees, court costs, and punitive damages in an amount no less than the compensatory damages awarded.

PARTIES

2. Wingfield is a Nevada limited liability company doing business in the State of Nevada.

3. TRP is a Nevada limited liability company doing business in the State of Nevada.

4. Foothills is a Nevada limited liability company doing business in the State of Nevada.

5. Upon information and belief, Whittemore is a resident of Washoe County, Nevada. During all material times mentioned herein, he resided in Washoe County. Whittemore is a

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1 licensed Nevada attorney. Whittemore conducted personal and business transactions with
2 Plaintiffs and acted in a fiduciary capacity to the Plaintiffs.

3 6. Upon information and belief, Annette Whittemore is a resident of Washoe County,
4 Nevada. During all material times mentioned herein, she resided in Washoe County.

5 7. Upon information and belief, Mamer is a resident of Clark County, Nevada.
6 During all material times mentioned herein, he resided in Clark County.

7 8. LHLP is a Nevada limited partnership doing business in the State of Nevada.

8 9. The true names and capacities, whether individual, corporate, associate or
9 otherwise, of the Defendants DOES I through X, inclusive, and ROE CORPORATIONS XI
10 through XX, inclusive, and each of them, are unknown to Plaintiffs at the present time, and
11 Plaintiffs therefore sue said Defendants by such fictitious names. Plaintiffs are informed and
12 believe and thereon allege that each of the Defendants designated herein as DOES I through X
13 and ROE CORPORATIONS XI through XX, are responsible for the claims and damages alleged
14 herein. Once discovery has disclosed the true identities of such parties, Plaintiffs will ask leave of
15 this Court to amend their Complaint to insert the true names and capacities of said Defendants
16 DOES I through X, inclusive, and ROE CORPORATIONS XI through XX, inclusive, and join
17 such Defendants in this action.

18 **GENERAL ALLEGATIONS**

19 10. In early 2004, Whittemore, individually and Defendant LHLP (an entity then
20 owned by Whittemore and his family), sold 50% of their ownership interest in various companies,
21 including Argus Media, Inc., Wild West Sound Company, Inc., Redlabs U.S.A., Inc., and
22 Dr. Pepper/7-Up Bottling Company of the West, Coyote Springs Water Corporation and Coyote
23 Springs Land Development Corporation to Thomas Seeno's company, TNSS, LLC ("TNSS") or
24 to the Thomas A. Seeno and Norine E. Seeno 1999 Living Trust I.

25 11. In early 2005, Whittemore, LHLP, and TNSS, LLC agreed to transfer all of their
26 ownership interests in certain of these entities to the new combined entity of Wingfield and their
27 interest in Dr. Pepper/7-UP Bottling Company of the West to the entity Foothills. As a result of
28 such series of transactions and transfers, Wingfield became the sole or majority owner of a

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1 number of entities, including but not limited to Coyote Springs Investment LLC ("CSI"),
2 Red Hawk Land Company, LLC, TRP, Western Electronics, Inc. (formerly known as Wild West
3 Sound Company, Inc.) and Wingfield Springs Realty, LLC.

4 12. Accordingly, on or around January 1, 2005, the parties executed the Operating
5 Agreement of Wingfield Nevada Group Holding Company LLC ("Operating Agreement").
6 Wingfield's business and affairs were to be managed by Whittemore and Thomas A. Seeno as
7 Wingfield's managers (each a "Wingfield Manager"). As a Wingfield Manager, Whittemore was
8 charged with directing, managing and controlling Wingfield's business and had "full and complete
9 authority, power, and discretion to make any and all decisions and to do any and all things which
10 the Managers shall deem to be reasonably required in light of [Wingfield's] business and
11 objectives," subject to the limitations set forth in the Operating Agreement which required a
12 majority vote of the Wingfield Managers.

13 13. Pursuant to the terms of the Operating Agreement, Whittemore had a duty to
14 perform his duties as a Wingfield Manager in good faith and in a manner he reasonably believed
15 to be in Wingfield's best interest. At all times mentioned herein, Whittemore abused his position
16 as a fiduciary and as an attorney by purposefully attempting to exonerate himself from illegal and
17 improper actions through his control of Wingfield and the terms of the Operating Agreement.
18 From February of 2007 through 2009, Whittemore exercised complete control over the financial
19 books and records of Wingfield which control he misused and abused.

20 14. In or around February of 2007, Albert D. Seeno, Jr., on behalf of his company,
21 Alsan Nevada, LLC ("Alsan"), entered into discussions with Whittemore for the purchase of a
22 portion of Whittemore's membership interest (held by LHLP) in Wingfield. The purchase was
23 finalized in June of 2007 and Alsan became a member of Wingfield.

24 15. On or around that same time, Whittemore, Thomas A. Seeno, and Albert D.
25 Seeno, Jr., executed the First Amendment to the Operating Agreement (the "First Amendment")
26 for Wingfield. The First Amendment deleted a section of the Operating Agreement that limited
27 who could exercise the voting rights granted thereunder to the members.

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1 16. Thereafter, on or around November 9, 2009, Whittemore, Thomas A. Seeno, and
2 Albert D. Seeno, Jr., executed the Second Amendment to the Operating Agreement (the "Second
3 Amendment"). The Second Amendment changed the definitions of "Capital Members" and
4 "Members," amended the management terms, added Albert D. Seeno, Jr. as a Wingfield Manager,
5 specified that Whittemore, Thomas A. Seeno, and Albert D. Seeno, Jr. jointly would manage
6 Wingfield, amended the actions that required the unanimous consent of the parties, and
7 specifically provided that any action requiring the expenditure of \$5,000 or more in a single or
8 recurring transaction required the unanimous consent of all three Managers.

9 17. In or around May, 2010, Thomas A. Seeno and Albert D. Seeno, Jr., (collectively
10 the "Seenos") and their representatives, began noticing discrepancies in Wingfield's financial
11 books and records. Specifically, there were concerns about amounts charged to Wingfield
12 accounts, material items not disclosed, debts that were written off, undervaluation of liabilities
13 and a number of other expenditures that had not received approval from nor been disclosed to the
14 Seenos. The Seenos began investigating the discrepancies, but were thwarted by, among other
15 things, incomplete or inaccurate accounting and business records and by a lack of cooperation by
16 Whittemore.

17 18. In or around September 2010, the Seenos confronted Whittemore with their
18 suspicions. However, they quickly learned their suspicions, while well founded, had not even
19 scratched the surface of Whittemore's fraud, deception and malfeasance. Confronted with some
20 of the evidence uncovered regarding his potential fraudulent conduct, breach of fiduciary duties,
21 and misdeeds, Whittemore confessed, admitted, and disclosed a multitude of acts that revealed
22 years of theft, conversion, asset misappropriation, and breach of fiduciary duties to Wingfield.

23 19. On September 16, 2010, Whittemore himself prepared a written "confession" and
24 discussed the same with the Seenos in the presence of a third party. Later that same day,
25 Whittemore prepared a redacted and amended version of his "confession" and provided the same
26 to Seenos' representatives.

27 20. Summarized, Whittemore's written confessions and statements made at that time
28 admit to the following:

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- 1 a. Wingfield money was misappropriated for unauthorized personal matters
2 pursued by Whittemore.
- 3 b. Political donations and relationships used for Whittemore's advantage
4 instead of Wingfield or the Seeno family.
- 5 c. Use by Whittemore of personal bank loan proceeds for lifestyle choices and
6 to make other personal investments instead of putting 100% back into Wingfield, as represented
7 by Whittemore.
- 8 d. Receipt by Whittemore of investment money that should have gone to
9 Wingfield relating to Jeff Kirby.
- 10 e. Embezzlement of Wingfield money for personal meals, entertainment, and
11 personal endeavors.
- 12 f. Intentional misappropriation of Wingfield aircraft for improper and
13 unauthorized personal, family and political use.
- 14 g. Improper rent charges paid by Wingfield for Whittemore's house on
15 Hickory Hollow Avenue in Las Vegas at Whittemore's direction.
- 16 h. Diversion of funds for the furnishing of Whittemore family members'
17 homes.
- 18 i. Use of company funds to maintain and repair a Whittemore personal home
19 on Hedgewood Drive in Reno.
- 20 j. Diversion of company funds into the construction, purchase and
21 maintenance of a Whittemore family home on Boulder Glen Way in Reno.
- 22 k. Diversion of company funds for the operation and maintenance of a
23 Whittemore personal home in Glenbrook, Lake Tahoe.
- 24 l. Diversion of company funds for the operation and maintenance of a
25 Whittemore personal home referred to as the Glenbrook Inn, Lake Tahoe.
- 26 m. Diversion of corporate funds for the purchase or lease of numerous vehicles
27 for Whittemore, Annette, and other Whittemore family members.
- 28

1 n. Donations of company assets consisting of elk tags given by Whittemore,
2 without consent, to Michael Lee, Pat Nichols, Debi Langston and Roger Primm.

3 o. Diversion and donations of equipment and assets from Wild West Sound
4 Company, Inc., a subsidiary of Wingfield, to the Whittemore Peterson Institute ("WPI"), his
5 family, friends and personal causes, without consent.

6 p. Diversion of funds disguised as "donations" to WPI, without consent.

7 q. Allowing WPI's improper and unauthorized use of the company aircraft.

8 r. Improper diversion of corporate funds to conduct political fund raisers for
9 Whittemore's personal benefit.

10 s. Improper and abusive use of Wingfield personnel for Whittemore family
11 use and WPI purposes.

12 t. Diversion of funds for private parties.

13 u. Hosting improperly funded and subsidized political parties for
14 Whittemore's sole benefit.

15 v. Improper financial dealings involving corporate funds with Whittemore
16 personal friends.

17 w. Diversion of corporate funds for personal expenses related to box seats at
18 Reno Aces.

19 x. Diversion of corporate funds for a baseball player personally sponsored by
20 Whittemore.

21 y. Payment of legal and consulting fees from corporate funds where such
22 consulting and legal services were for strictly personal Whittemore matters.

23 z. Diversion of funds paid by Wingfield to business enterprises of Richard
24 Bunker for Whittemore's personal benefit.

25 aa. Unauthorized payments or use of corporate funds and assets for friends and
26 relatives and personal endeavors unrelated to company business.

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1 bb. Diversion of corporate funds to furnish Whittemore's children's homes and
2 to provide other unauthorized gifts and contributions to lifestyle of Whittemore's immediate
3 family.

4 21. Whittemore's actions included, but were not limited to, receiving investment
5 money belonging to Wingfield, using Wingfield and its assets to provide personal favors to
6 friends and family, providing funds to friends, family and outside business ventures, side deals
7 with Wingfield employees and business associates which he failed to disclose to the Seenos,
8 intentionally refusing to properly document transactions and agreements in order to deceive the
9 Seenos' directors and/or employees while controlling and concealing information from them and
10 the Seenos and giving himself additional compensation without the knowledge or consent of the
11 Seenos.

12 22. The full extent of Whittemore's misdeeds is not yet fully known and new acts of
13 misconduct are still being uncovered. However, at this time, the specific acts of misconduct in
14 addition to and in supplement of those admitted to by Whittemore in his "confession" as
15 summarized hereinabove, of which Wingfield is aware and valued in tens of millions of dollars,
16 include:

17 a. Wingfield owns a fractional ownership interest with Avantair, an aircraft
18 fractional ownership company. Whittemore had Wingfield spend in excess of \$1,200,000.00 to
19 acquire these fractional interests. Between 2004 and 2010, Whittemore used flights from this
20 fractional ownership for family, friends, and others and charged these flights to Wingfield without
21 reimbursing Wingfield. In total, Whittemore owes the company approximately \$2,179,898.19 for
22 these flights. To date, Whittemore has not paid any of the amounts owed.

23 b. Whittemore, and his wife, Defendant Annette Whittemore, who represented
24 herself to the public as an owner of Wingfield with management authority, also allowed WPI, an
25 entity in which Annette Whittemore serves as President, to use the flights with Avantair without
26 documenting such use and without reimbursing Wingfield for the costs incurred. In total,
27 approximately \$346,546.73 should have been paid by WPI for use of the Avantair flights. To
28

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1 date, neither Whittemore, Annette Whittemore, nor WPI have paid any of the amounts owed or
2 interest thereon.

3 c. The Whittemores' favors to WPI were not limited to free flights. They also
4 ensured that WPI benefitted from Wingfield's services as well as outside perks. For example,
5 Whittemore and Annette Whittemore directed various Wingfield employees to perform work for
6 WPI while on Wingfield's payroll. However, the Whittemores never properly accounted for these
7 hours and failed to reimburse Wingfield for the use of its employees' time on non-Wingfield
8 related work. Whittemore acknowledges a part of this in his confession, stating that "WNG
9 personnel and services [were] not properly accounted for, terminated when appropriate, or
10 services given without consent to the Whittemore family and WPI (Angee, Mike, Rox, Debi and
11 Katie)". However, Whittemore's list of employees only scratches the surface of the pattern of
12 Whittemore, his wife, family, and WPI use of the services of Wingfield employees for their own
13 personal benefit.

14 d. Whittemore's personal favors for WPI at Wingfield's expense continued
15 with outside perks as well. For example, in or around 2006, Wingfield retained an outside agency
16 to assist with lobbying, public relations, and marketing for Wingfield and various Wingfield
17 entities, including but not limited to CSI. This agency charged Wingfield a \$70,000.00 monthly
18 retainer and provided a breakdown of how the retainer was allocated monthly to the various
19 Wingfield entities. From February 2005 to July 2010, Wingfield and its affiliates paid this agency
20 a total of approximately \$3,986,504.16. Upon review of the records, Wingfield has discovered
21 that numerous hours were allocated against the Wingfield retainer for work performed for WPI
22 and the Whittemores' personal family foundation. Upon information and belief, at Whittemore's
23 direction, this agency was told by Wingfield's Director of Marketing, Angelina Wyss-Gordon,
24 who was also in charge of marketing for WPI, that any and all hours for WPI work should not be
25 billed to WPI and instead should be billed to Wingfield. The Seenos did not consent to any
26 retainer hours being used for non-Wingfield related work nor did they approve Wingfield's
27 payment of same.

28

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1 e. Upon information and belief, Whittemore also knowingly allowed his wife,
2 Defendant Annette Whittemore, to charge compensation and other employment expenses of WPI
3 staff to Wingfield without the knowledge or consent of the Seenos. For example, Defendant
4 Annette Whittemore, who lacked management authority under Wingfield, mandated to the
5 Wingfield accounting staff that 75% of the salary of Dr. Judy Mikovitz, a research scientist and
6 employee of WPI, would be charged to and paid by Wingfield. In addition, Defendant Annette
7 Whittemore further mandated, as documented in Wingfield accounting records, that Dr. Mikovitz'
8 relocation expenses of approximately \$42,000 would also be charged to and paid by Wingfield.
9 Based on information and belief as evidenced by expense reports and other records of Wingfield
10 currently under review, Wingfield and the Seenos further allege that additional employment
11 expenses of others, all of whom were employed by or provided consultant services to WPI, were
12 improperly charged to and paid by Wingfield. While further investigation by Wingfield and the
13 Seenos is ongoing, it is believed that the total of all such sums improperly charged to Wingfield
14 for WPI employees, at the direction of the Whittemores, will total in excess of tens of thousands
15 of dollars. Such sums were charged to Wingfield without the knowledge or consent of the Seenos
16 and remain unpaid to Wingfield.

17 f. Whittemore also made sure to take care of himself – very well. Between
18 March 2007 and June 2007, Whittemore withdrew approximately \$450,000 in additional payroll
19 and owner draws from Wingfield's accounts for himself without authorization, consent or
20 disclosure to the Seenos.

21 g. Furthermore, without the knowledge, approval or consent of the Seenos
22 between 2003 and 2010, Whittemore took a salary from Wingfield in excess of what the Seenos
23 agreed to pay. In total, Whittemore took in excess of \$900,000 over what the Seenos agreed
24 upon.

25 h. Whittemore also made sure to take care of himself – contractually.
26 Whittemore, as the manager of CSI and as its attorney, crafted provisions in the agreements
27 between CSI and the master builder of that project, Pardee Homes of Nevada ("Pardee"), that
28 prohibited assignment of the agreement by CSI to any entity in which he was not the manager. In

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1 2009, he further attempted to protect his interests to the detriment of his partners by agreeing, on
2 behalf of CSI, with the Nicklaus Design Group ("Nicklaus") that certain fees would not be due
3 Nicklaus if property was transferred to an entity owned or controlled by Whittemore, but would
4 specifically be due if property was transferred to either of the Seenos or the son of Albert D.
5 Seeno, Jr., who has no ownership interest in Wingfield. These agreements were made without the
6 informed consent of the Seenos and, upon information and belief, were designed solely to benefit
7 Whittemore, and potentially his own son (who also was a real estate developer), at the expense of
8 the Seenos to whom he owed a fiduciary duty.

9 i. In addition to all of the extra amounts Whittemore took for himself without
10 the knowledge, approval or consent of the Seenos, Whittemore also failed to give Foothills fees
11 that he collected that should have gone to Foothills. For example, Whittemore admitted he
12 received legal and/or consulting fees from Dr. Pepper/7-Up Bottling Company of the West in
13 which Foothills is a 30% shareholder (and whose President, Ed Frazer, Whittemore has entered
14 into numerous personal transactions with), that should have been paid to Foothills. Upon
15 information and belief, these fees total approximately \$100,000. However, instead of giving these
16 funds to Foothills, Whittemore kept them for himself.

17 j. Whittemore's misappropriation of funds was not limited to direct debits
18 from Wingfield accounts. Whittemore also withdrew hundreds of thousands of dollars in cash
19 from the Company which he instructed Wingfield employees to charge to Company meals and
20 entertainment expenses. The Seenos had no knowledge of nor did they consent to any of these
21 expenses. In total, between January 2004 and June 2010, Whittemore took cash in excess of
22 \$600,000 in meals and entertainment to Wingfield, without appropriate accounting or
23 reimbursement. At Whittemore's instruction, Wingfield employees always kept approximately
24 \$5,000 to \$10,000 in cash in \$100 denominations in a safe in the office from which Whittemore
25 withdrew these amounts. Employees were discouraged by Whittemore from questioning the
26 propriety of these transactions or requiring documentation for the company's records reflecting
27 the use and purpose of these funds. In some months, Whittemore withdrew up to \$50,000 in one
28 month's time from the safe. In 2006 Whittemore withdrew approximately \$315,000; in 2007

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1 Whittemore withdrew approximately \$115,000; in 2008 Whittemore withdrew approximately
2 \$80,000; in 2009 Whittemore withdrew approximately \$60,000; and in 2010 Whittemore
3 withdrew approximately \$16,000. All of these funds were purported to be reimbursements to
4 Whittemore for business entertainment and were taken without appropriate accounting,
5 reimbursement or proper reporting to the taxing agencies and without the prior knowledge or
6 consent of the Seenos.

7 k. Whittemore made sure that friends, family and political and lobbying
8 associates enjoyed his unauthorized expenses as well. Indeed, Whittemore used the
9 Wingfield-owned restaurant at Red Hawk golf course in Sparks, Nevada ("Red Hawk") to cater a
10 multitude of extravagant, non-company related private parties, family dinners, and other family
11 events as well as political and campaign fundraisers. Whittemore's usage of Red Hawk included
12 the use of Red Hawk and Wingfield employees, without reimbursing Wingfield. One such event
13 was his daughter's wedding, which included five-star food and wine tastings, bridal showers and a
14 rehearsal dinner leading up to the wedding. These events included the purchase of tuxedo
15 uniforms for Red Hawk wait-staff, special china dinnerware named after his daughter, special
16 custom lighting, exterior and interior alterations to Red Hawk premises and many other purchased
17 items and extraordinary costs and expenses which, except for a meager \$10,000 paid by
18 Whittemore, were all paid for by Wingfield at Whittemore's direction. Wingfield's expense for
19 this affair totaled approximately \$200,000 which was charged to Wingfield without the Seenos'
20 knowledge, approval or consent. Other of Whittemore's personal events were held on major
21 holidays using the senior staff of the Food & Beverage Department of Red Hawk thereby
22 depriving Red Hawk the opportunity to provide catering services to regular paying customers.
23 Many of Whittemore's parties and events, particularly those for political candidates and associates
24 of his lobbying activities, were also held at his personal residences in Lake Tahoe and Reno
25 which resulted in Red Hawk and Wingfield staff performing errand and catering services off-site,
26 again depriving Red Hawk of the opportunity to properly staff its on-site catering services for
27 regular paying customers and diverting Wingfield employees from performing company related
28 work, all for Whittemore's personal benefit. When events arranged by Whittemore were actually

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1 paid for, he ensured that various personal friends and individuals received a generous discount of
2 approximately 35% or more, again without the Seenos' knowledge, approval or consent and in
3 violation of established company policy. These activities undertaken by Whittemore were done
4 during years in which Red Hawk was losing in excess of \$3,000,000 per year on its food,
5 beverage, and golf course operations. In total, Whittemore should have paid in excess of
6 \$572,000 for these banquets and events, which amount is still owing and unpaid to Wingfield.

7 l. Whittemore and Annette Whittemore made sure that WPI enjoyed the
8 unauthorized banquets and catering discounts as well. During the same years in which
9 Whittemore ensured that various friends and family received generous discounts, the Whittemores
10 did the same for WPI and, in addition, donated numerous company assets to WPI fund raisers, all
11 without the knowledge or consent of the Seenos. Wingfield is still in the process of researching
12 the total amounts WPI should have paid, which are in excess of \$157,000.

13 m. Whittemore's entertainment continued on the golf course, as Whittemore
14 also allowed friends and family to play numerous rounds of golf at the Company's Red Hawk and
15 Coyote Springs golf courses without compensating Wingfield, and without the Seenos'
16 knowledge, approval or consent.

17 n. In addition to the extra compensation and other perks, Whittemore charged
18 Wingfield a monthly "rent" for Whittemore's use of his own Las Vegas home. Upon information
19 and belief, on or around December 4, 2003, Whittemore acquired certain real property located at
20 245 Hickory Hollow Avenue, Las Vegas, Nevada bearing Assessor's Parcel No. 177-09-512-032
21 ("Hickory Hollow Property"). On or around November 20, 2006, Whittemore conveyed partial
22 ownership of the Hickory Hollow Property to Zephyr Cove Properties, Inc., an entity Whittemore
23 owned with some of his family members. Despite having purchased the Hickory Hollow Property
24 himself for his use while he was in Las Vegas and owning it together with his family members,
25 from November 2006 through August 2010, Whittemore charged Wingfield \$154,000 in "rent"
26 for the Hickory Hollow Property including a lump sum payment of \$41,000 in November of
27 2006. When the Hickory Hollow payments were discovered by the Seenos in June 2009
28 Whittemore claimed they were payments for a rental house he had in Las Vegas and deliberately

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1 concealed the fact that he owned the home. Not until the Seenos themselves discovered that he
2 and his family actually owned the home did Whittemore admit that fact. In addition, Whittemore
3 had one of Wingfield's affiliates pay for some of the decorating costs of the Hickory Hollow
4 house in the amount of \$58,666.64, as well as paying Whittemore's personal assistant to care take
5 and upkeep the Hickory Hollow Property, all without the knowledge or consent of the Seenos.

6 o. In or around June 2009, the Seenos hired Whittemore to perform consulting
7 work for another entity owned by the Seenos unrelated to Wingfield. Pursuant to the agreement
8 between Whittemore and the Seenos, Whittemore would bear all of the costs of his
9 sub-consultants. His compensation would be a percentage of the benefit recovered by the Seenos
10 as a result of his efforts. However, from March of 2009 through August of 2010, Whittemore
11 instructed Wingfield employees to charge these sub-consultant costs, which totaled \$572,693.60,
12 to Wingfield without disclosing this to the Seenos. Further, Whittemore misled the Wingfield
13 employees as to what the costs were for.

14 p. In 2004 through 2009, Whittemore hired Wingfield's CPA firm to perform
15 work for him on his personal tax returns and tax returns of his separate entities which are owned
16 by Whittemore outside of Wingfield. However, instead of paying the tax consultant for such
17 work, Whittemore instructed the tax consultant to bill Wingfield for his work. The amounts
18 improperly charged to WNG are estimated to be \$140,000. Whittemore never sought the
19 approval or consent of the Seenos to bill these amounts to Wingfield.

20 q. In January 2004, as part of Whittemore's contribution to form Wingfield,
21 he conveyed 50% of his ownership interest in Argus Media, Inc. Upon information and belief,
22 Whittemore's total investment in Argus Media, Inc. amounted to \$207,000. At Whittemore's
23 direction, Wingfield wrote-off the investment in 2006. However, Wingfield has recently
24 discovered that, in or around November 2006, Marketing Results Group International ("MRGI"),
25 the successor entity to Argus Media, Inc., contacted Whittemore, in writing, regarding a potential
26 merger of MRGI. In such correspondence, MRGI advised Whittemore that it would honor
27 Wingfield's prior investment and advised Whittemore that, upon such merger or acquisition,
28 Wingfield's interest in MRGI would be valued at \$2,280,000. This correspondence was never

1 shared with the other Wingfield owners. In or around June 2010, MRGI merged with Cirrus
2 Partners. To date Wingfield has not received any amounts from this investment. Upon
3 information and belief, Whittemore incorrectly wrote-off the investment amount when it had
4 asserted substantial value or retained the investment amount for himself.

5 r. In 2004, Whittemore directed a Wingfield employee to look for potential
6 ranch properties with water rights that would benefit Wingfield's Coyote Springs development.
7 The employee found that the owner ("Seller") of certain real property located in Lincoln and
8 White Pine Counties, known as Geyser Ranch, (hereinafter "Geyser Ranch") was interested in
9 selling his property. In or around July 2004, Whittemore had one of the Wingfield companies,
10 TRP, also owned then by Whittemore and Tom Seeno, engage a real estate agent, selected by
11 Whittemore, for the acquisition of Geyser Ranch. Unbeknownst to Seeno, a principal of the real
12 estate agency selected by Whittemore was also an employee and director of Avantair (the aircraft
13 fractional interest company referred to above). With the real estate agent's assistance, on or
14 around September 22, 2004, TRP, formerly known as TNSS Nevada Acquisition, LLC, executed
15 an Offer and Acceptance Agreement for the purchase of Geyser Ranch ("Purchase Agreement")
16 from the Seller. Despite that Wingfield's employee had found Geyser Ranch, pursuant to the
17 terms of the Purchase Agreement, the real estate agent would receive a commission equal to 10%
18 of the total sales price of Geyser Ranch of \$34,000,000. Instead of receiving the full commission
19 of \$3,400,000, at the time of the purchase, the real estate agent received \$600,000 from the Seller
20 at the close of escrow and the remaining commission was to be paid in proportional installments
21 at the time principal payments were received by the Seller on the Seller's carry-back note.
22 However, the real estate agent agreed to split the commission for Geyser Ranch with Wingfield's
23 affiliated entity, Wingfield Springs Realty ("WSR"), with WSR receiving 45% of the gross
24 commission. The amounts owed were never fully paid to WSR. Instead, upon information and
25 belief, Whittemore himself received approximately \$300,000 in consulting fees from the real
26 estate agent which fees should have been paid to Wingfield and were never disclosed to the
27 Seenos. Upon information and belief, Whittemore encouraged TRP to hire the real estate agent in
28 order to receive the "consulting fees" as a kickback. In addition, Whittemore ensured that his

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1 family was well taken care of in this transaction as well, by directing the real estate agent to pay
2 Whittemore's sister-in-law, Sonja Fortier, \$60,000 of the commission despite the fact that
3 Ms. Fortier was, at that time, on the payroll of Wingfield's affiliate and performed very little
4 services in this transaction. Within six months of receiving such commission, Whittemore and
5 Ms. Fortier purchased a Las Vegas condominium together. As a result of the foregoing misdeeds,
6 TRP believes the amount paid for Geyser Ranch was above and beyond the amount that should
7 have been paid for the property. Whittemore did not disclose these consulting or kickback fees to
8 TRP and has not reimbursed TRP for the same.

9 s. As part of the Geyser Ranch acquisition, TRP also acquired elk tags valued
10 at \$15,000 per tag. Without the knowledge, approval or consent of the Seenos, Whittemore gave
11 away some of the elk tags to charities and friends. Whittemore has not reimbursed TRP for the
12 costs of these elk tags. Further, Whittemore failed to provide statutory income tax reporting
13 relating to these transactions.

14 t. Whittemore's favors for friends and family continued throughout the years
15 in the form of charitable donations made by Whittemore from Wingfield funds. Wingfield is still
16 reviewing the full amount of donations provided by Whittemore and does not yet have a full
17 accounting of the amounts donated without the Seenos' knowledge, approval or consent.
18 Nevertheless, Whittemore has admitted to making certain donations that should have been paid by
19 him personally instead of through Wingfield. In addition, some of these donations were made by
20 Whittemore to charitable organizations tied to companies for whom Whittemore acted as a
21 lobbyist and received substantial lobbying fees. These donations were made without the
22 knowledge or consent of the Seenos and the fact that Whittemore personally received large fees
23 from the donee's founder or affiliate was not disclosed by Whittemore to the Seenos.

24 u. Whittemore's favors also included substantial write-offs of amounts owed
25 to Wingfield by Whittemore's personal friends and business contacts. Whittemore made loans of
26 hundreds of thousands of dollars to his personal friends from Wingfield accounts. Whittemore
27 never sought the approval or consent of the Seenos for these personal loans, in some cases never
28 documented the existence of the loans, never collected the amounts loaned, failed to disclose the

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1 write-offs, and failed to reimburse Wingfield for the same. Not only did Whittemore fail to
2 advise the Seenos of these write-offs, he failed to advise the Wingfield staff as well and therefore
3 such write-offs were not properly reported to the taxing agencies. One example of Whittemore's
4 intentional deceit and malfeasance with respect to such loans to personal friends is the 2004 loan
5 of \$250,000 Whittemore authorized Wingfield to make, through its affiliated entity CSI, to a
6 personal friend of Whittemore's and a principal of a public relations agency with whom Wingfield
7 was doing substantial business. That loan was never documented or secured nor did Whittemore
8 make the statutory incoming reporting for that loan. When the Seenos discovered this loan and
9 made inquiry they learned that Whittemore had directed Wingfield staff to write-off the
10 outstanding loan amount in May, 2007 – just one month before Alsan made its first payment to
11 Whittemore for its investment purchase in Wingfield. This example serves to illustrate the
12 fraudulent misrepresentations made by Whittemore to the Seenos with respect to assets, liabilities
13 and undisclosed contingencies of Wingfield and its affiliated entities.

14 v. At Whittemore's direction, Wingfield loaned funds of \$358,895 to an entity
15 named Uniforms Express. When the Seenos discovered the existence of the loan, Whittemore
16 agreed to reimburse Wingfield the amount of the investment. Upon information and belief, since
17 such agreement with the Seenos was made, Whittemore acquired a substantial ownership interest
18 in Uniforms Express. Wingfield was not made a signatory to the stock purchase agreement and
19 Whittemore, through his entity LHLP, attempted to give away Wingfield's rights and instructed
20 Uniforms Express to make payments on the loan to him directly, rather than to Wingfield. Yet,
21 rather than paying Wingfield back, Whittemore has retained such monies and invested additional
22 funds in Uniforms Express. At Whittemore's direction, \$200,000 of the funds loaned by
23 Whittemore to Uniforms Express came from Wingfield by way of an increase to Whittemore's
24 company receivable account, thereby resulting in a total principal loan amount by Wingfield to
25 Uniforms Express of \$558,895. Since his original promise to the Seenos to reimburse Wingfield,
26 Whittemore has on several occasions in 2010 and 2011 reiterated his promise to pay back all
27 funds loaned by Wingfield to Uniforms Express or, alternatively, to assign his stock in Uniforms
28 Express to Wingfield. However, Whittemore has failed to reimburse Wingfield for the loaned

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1 amounts which, with interest, exceed \$800,000 and, alternatively, he has failed to assign his stock
2 in Uniforms Express to Wingfield. To the contrary, on further information and belief, Wingfield
3 has learned that Whittemore is, once again, making an independent deal with Uniforms Express to
4 the detriment of Wingfield and the Seenos. Such pending deal involves the repurchase of
5 Whittemore's stock by Uniforms Express and does not include payment by Whittemore or
6 Uniforms Express of the amounts loaned by Wingfield. Through Whittemore's deceit,
7 misrepresentations and manipulative and self-tactics, Wingfield has been damaged in an amount
8 in excess of \$800,000.

9 w. Whittemore also made sure that he used the services of Wingfield in
10 funding the construction of his home, with no upside to Wingfield, and failed to reimburse
11 Wingfield for amounts incurred.

12 x. Another example of Whittemore's practice of taking care of his friends
13 before his partners is his sponsorship of the pro golfer Rich Barcelo ("Barcelo"). Upon
14 information and belief, Whittemore entered into a sponsorship agreement with Barcelo in 1999
15 wherein Whittemore would front Barcelo's professional and personal living, housing and travel
16 expenses with the expectation that such monies would be returned from Barcelo's tournament
17 winnings. During the course of Whittemore's affiliation with Wingfield, Whittemore gave
18 Barcelo hundreds of thousands of dollars while in debt to the Seenos. Whittemore claims that the
19 sponsorship agreement has never been reduced to writing and in March of 2011 advised the
20 Seenos that he had stopped spending or contributing monies on Barcelo's behalf in the summer of
21 2010. However, upon information and belief, Whittemore continues to take care of Barcelo to the
22 detriment of the Seenos while in massive debt to the Seenos. In addition, at Whittemore's
23 direction, approximately \$58,000 of Barcelo's sponsorship costs were charged to one of the
24 Wingfield affiliated entities, Coyote Springs Golf Operations, LLC. This was done by
25 Whittemore without the approval, knowledge or consent of the Seenos.

26 y. Another blatant example of Whittemore's diversion of company funds for
27 his personal benefit is the construction of his and Defendant Annette Whittemore's former
28 residence located at 11000 Boulder Glen Way in Reno, Nevada ("Boulder Glen"). In 2006,

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1 Whittemore initiated the architectural design and construction of a "spec house" on a lot owned
2 by Wingfield in the Pecetti Ranch Estates subdivision in Reno known as Boulder Glen under the
3 guise that Wingfield would benefit from the sale proceeds upon the ultimate sale of the residence
4 to an unrelated third party. Wingfield paid all design and construction costs for Boulder Glen
5 totaling approximately \$3,000,000. Among other things, these costs included the purchase by
6 Whittemore's contractor, at Wingfield's expense, of capital equipment such as a camera, service
7 trailer, and other construction equipment that were never transferred to Wingfield. During the
8 course of construction, and unbeknownst to the Seenos, Whittemore personally retained the
9 services of a high-end, high-cost interior decorating firm to design, purchase and install in the
10 so-called "spec house" all furniture, fixtures, equipment and decorating features. All interior
11 design and decorating services were personally supervised and directed by Whittemore and
12 Defendant Annette Whittemore and were completed to their personal tastes and standards
13 including, but not limited to, extravagant shopping trips to high-end home furnishing retailers in
14 the San Francisco Bay area. Indeed, unknown to the Seenos, the decorating plans identified the
15 house as the "Whittemore" residence although Whittemore described the house to the Seenos as a
16 "spec" house. These interior design and decorating services totaled just short of \$1,000,000 and
17 were paid by Whittemore and Defendant Annette Whittemore personally. In April 2008,
18 Whittemore, as a co-manager of Wingfield and without disclosure to the Seenos, conveyed legal
19 title to Boulder Glen to himself and his wife, Defendant Annette Whittemore. In April 2008,
20 Whittemore paid the sum of approximately \$2,200,000 to Wingfield as a partial reimbursement
21 for architectural and construction costs incurred by Wingfield, leaving a current and unpaid
22 balance of approximately \$1,276,000, plus interest, due, owing and unpaid to Wingfield. In late
23 2010 when the Seenos became aware of this egregious misuse of company funds, Whittemore and
24 Defendant Annette Whittemore conveyed legal title to Boulder Glen back to Wingfield.
25 Concurrent with that conveyance Wingfield became burdened with the mortgage on the property
26 and has been and continues to pay approximately \$14,000 per month towards the mortgage,
27 utilities, maintenance and upkeep of the property. Wingfield has been and continues its efforts to
28 sell Boulder Glen on the open market. The appraised value and listed price of Boulder Glen are

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1 well below the combined debt owing to both the mortgage lender and Wingfield. The lengthy
2 duration of Whittemore's deceit and concealment with respect to his true intent to load up
3 construction and design costs at Wingfield's expense and occupy the property as his personal
4 residence caused Wingfield to miss the opportunity to sell the property at the top of the real estate
5 market. In addition to ongoing monthly expenses incurred by Wingfield, Wingfield believes it
6 will suffer a substantial net loss upon eventual sale of Boulder Glen after payoff of the existing
7 mortgage and payment of real estate commissions, escrow fees and similar costs of sale.

8 z. Whittemore not only diverted company funds for his personal use,
9 enjoyment and benefit and that of his family and friends, but he also "double dealt" his partners,
10 the Seenos, in company transactions. For example, upon information and belief and upon
11 representations made by Whittemore, an entity known as the St. Thomas Trust, owned by Richard
12 Bunker ("Bunker") and Whittemore, was a minority "profits" owner in CSI. In 2004, concurrent
13 with TNSS' purchase from Whittemore entities of ownership interests in various Wingfield
14 entities, Whittemore and TNSS purchased such minority interest held by the St. Thomas Trust for
15 \$13,500,000. On information and belief, the Seenos now believe this 2004 transaction was a
16 second or "straw man" transaction with St. Thomas Trust as evidenced by a March 13, 1997
17 Promissory Note payable by CSI to St. Thomas Trust in the amount of \$6,000,000. Upon
18 repeated inquiry Whittemore has refused to disclose the nature or origins of this first transaction
19 and, therefore, the validity of the \$13,500,000 transaction in 2004 is called into question.

20 i. The 2004 purchase price purportedly negotiated between
21 Whittemore and Bunker for the purchase of Bunker's alleged remaining interest in the St. Thomas
22 Trust interest by TNSS and Whittemore was \$13,500,000. The terms of payment of the
23 \$13,500,000.00 were also purportedly negotiated by and between Whittemore and Bunker. The
24 \$13,500,000 debt was never documented by Whittemore. Subsequently, in 2007 when Alsan
25 purchased interests in various Wingfield entities from Whittemore or his business entities and
26 based upon Whittemore's representations that the \$13,500,000 was a valid debt of the company,
27 Alsan assumed a proportionate obligation for repayment of the then current balance of the
28 St. Thomas Trust indebtedness.

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1 ii. Based upon representations of Whittemore, Whittemore
2 periodically renegotiated the payment terms of the St. Thomas Trust debt through verbal
3 discussions with Bunker. The Seenos were not invited to participate in these negotiations. One
4 such renegotiation was that beginning in approximately May of 2007, monthly installments of
5 \$100,000 would be paid to St. Thomas Trust. Wingfield made such monthly payments and
6 allocated the payments in proportion to the ownership interests of Whittemore and the Seenos.
7 Wingfield made each payment, in good faith, as and when each payment came due based upon
8 Whittemore's representation and reliance by Seenos on Whittemore's fiduciary obligations to his
9 partners.

10 iii. The Seenos have repeatedly requested documentation from
11 Whittemore evidencing the valuation of the buy-out purchase price of \$13,500,000 and further
12 evidencing the indebtedness and repayment arrangements as originally negotiated and as amended
13 from time to time by Whittemore and Bunker. Whittemore has failed and/or refused to provide
14 such requested documentation to the Seenos.

15 iv. In approximately November of 2010, the Seenos learned that
16 Whittemore personally, had signatory control of the St. Thomas Trust bank account and had been
17 disbursing to himself, or had other authorized account signatories disburse to him, \$75,000 of
18 each of the \$100,000 monthly payments that Wingfield had been making to St. Thomas Trust.
19 Moreover, on information and belief, the Seenos believe that of the total payments made to St.
20 Thomas Trust, Whittemore diverted \$1,900,000 for his own account and benefit without the
21 Seenos' knowledge, consent, or approval.

22 v. On or about January 19, 2011, and as a further example of
23 Whittemore's self-serving and double dealing tactics, Whittemore disclosed to the Seenos that
24 Whittemore had negotiated a separate arrangement with Bunker whereby Whittemore's
25 proportionate obligation to pay Bunker had been reduced by fifty percent (50%) or more.
26 Whittemore refused and continues to refuse to disclose to the Seenos the specific terms of his
27 renegotiated arrangement with Bunker. As further evidence of Whittemore's malfeasance, on or
28 about January 19, 2011, Whittemore offered to the Seenos and their legal counsel to negotiate

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1 with Bunker a buy-out of Wingfield's remaining obligation to St. Thomas Trust at a
2 \$200,000 discount on the \$1,100,000 balance due. Upon information and belief, Whittemore
3 intended to keep all or a significant portion of that proposed final payment for himself.

4 vi. After discovering Whittemore's devious acts, the Seenos have been
5 left in a position where their rights and obligations, if any, and any benefits resulting from the St.
6 Thomas Trust transactions are unclear and in question.

7 aa. Another means by which Whittemore diverted company funds for his own
8 benefit and for the benefit of his family involves the purchase and/or leasing of automobiles and
9 golf carts from Lee Bros. Leasing, Inc., a Nevada automobile dealership ("Lee Bros."). One such
10 example of Whittemore's improper diversion of company funds to Lee Bros. involved
11 Whittemore's purchase of a 2004 Land Rover for his wife, Defendant Annette Whittemore, from
12 Lee Bros. In early 2005, Whittemore and Lee Bros. entered into an arrangement whereby Lee
13 Bros. would repurchase the Land Rover and Whittemore would then lease the Land Rover back
14 from Lee Bros. in the name and at the expense of Wingfield. On information and belief,
15 Whittemore received \$75,000 from Lee Bros. for its repurchase of the Land Rover. Beginning in
16 February of 2005 and continuing through April of 2008, Whittemore caused Wingfield to pay
17 lease payments to Lee Bros. for Defendant Annette Whittemore's Land Rover totaling
18 approximately \$61,709.53 which amount is still unpaid and owing by Whittemore or Defendant
19 Annette Whittemore to Wingfield. A second example of special arrangements between
20 Whittemore and Lee Bros. involving the improper use of company funds is the leasing of golf
21 carts by Whittemore from Lee Bros. for use by Whittemore at his Glenbrook residence in
22 Lake Tahoe, California. Plaintiffs are continuing their investigation into Whittemore's diversion
23 and misuse of company funds for these personal leaseings and whether Whittemore and his family
24 members were provided favorable lease or purchase rates at the expense of Wingfield.

25 bb. Another example of Whittemore's practice of taking from the Seenos to
26 give to his friends and family, involves Whittemore's brother, David Whittemore, an attorney
27 formerly with Lionel, Sawyer & Collins in Las Vegas, Nevada, performing legal services, at
28 Whittemore's direction, for the Coyote Springs development, in which Wingfield is the majority

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1 owner. Upon information and belief, David Whittemore lost or surrendered his law license.
2 Between November 2005 and July 2006, he charged Wingfield \$121,093.75 in legal or consulting
3 fees despite the fact that, on information and belief, he no longer had an active, valid law license.
4 This practice was authorized and directed by Whittemore, without advising the Seenos, for the
5 sole purpose of providing a personal benefit to his brother at the expense of his partners.

6 cc. One of the Wingfield affiliated entities, Wild West Sound Company, Inc.
7 ("Wild West"), in which Defendant Annette Whittemore was the President, was a tenant in a
8 building located on South Virginia Street in Reno, Nevada. Without the knowledge or consent of
9 the Seenos, the Whittemores moved Wild West to another building located at 8060 Double R
10 Boulevard, Reno, Nevada, and Wild West commenced payment of rent to the landlord of the new
11 building. However, as further evidence of the Whittemore's practice of concealing information
12 from the Seenos and hiding of assets, the Whittemores failed to advise the Seenos that the
13 Whittemores themselves were the owners of 8060 Double R Boulevard. In fact, the Whittemores
14 acquired the property in the name of a new entity called Damonte View, LLC, and designated
15 Garrett Gordon, an attorney with Lewis & Roca, in Reno, Nevada (who was performing legal
16 services for Wingfield at that time), as their agent for service of process, using Mr. Gordon's
17 home address, not work address, as the company's address. Whittemore did not admit this until
18 confronted. In addition, Whittemore attempted to broker a transaction to sell Wild West to one of
19 its employees for \$50,000. Such offer would have been for far less than the inventory and assets
20 of the company and would have resulted in the owners' inability to receive tax benefits associated
21 with a net operating loss carry forward in excess of \$1,000,000 if they just sold the inventory and
22 shut-down the business. Had the Seenos not stopped the Whittemore proposed transaction from
23 occurring, the only parties benefiting would have been the buyer to the detriment of the Seenos in
24 excess of \$350,000.

25 dd. In early 2009, the Seenos advised Whittemore that they believed it was in
26 the best interests of Wingfield to sell its interest in an entity called King 888, the manufacturer of
27 an energy drink product. Whittemore advised the Seenos that the other owner of the King 888
28 entity would purchase the Wingfield interest at a set price to be paid to Wingfield over time. At

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1 no time did Whittemore advise the Seenos that this was essentially a "double escrow" and that he
2 and his family would be purchasing that same interest from the other owners once the sale from
3 Wingfield to the other owner was completed, such purchase to be effective on the same day as the
4 Wingfield sale and on the same terms and conditions. Whittemore's lack of disclosure breached
5 Whittemore's fiduciary duty to the Seenos and is further evidence of Whittemore's practice of
6 concealing information from the Seenos for his personal benefit. The discovery by the Seenos of
7 the concealment of this transaction, approximately one year after the transaction was completed,
8 raises questions as to whether the transaction was a bona fide arms-length transaction.

9 ee. As acknowledged by Whittemore in his confession, he used Wingfield's
10 affiliate, Wild West, as the source of his acquisition of high-end, professional stereo equipment
11 for his personal residences and those of his family. Without the knowledge or consent of the
12 Seenos and at a time when the company was barely breaking even, Whittemore installed
13 approximately \$186,000 worth of stereo and sound equipment in his residences for which
14 Whittemore never reimbursed the company. In addition, Whittemore allowed Wild West's
15 manager to run up a personal debt for company inventory in the approximate amount of \$58,000
16 without collecting or attempting to collect such debt. These debts were never repaid even when
17 Wild West was without working capital, forced to lay off employees and shutting down its
18 business.

19 ff. As became his common practice and unbeknownst to the Seenos,
20 Whittemore also repeatedly took advantage of and benefited from the financial strength and solid
21 reputation of both Wingfield and the Seenos in his personal financial dealings with bank and
22 lending institutions that were and remain the banking and lending institutions for Wingfield and
23 the Seenos (and their respective affiliated entities). On information and belief, Whittemore
24 obtained personal lines of credit with two or more of Wingfield's lenders, namely Bank of the
25 West and City National Bank, utilizing the same relationship managers as on Wingfield's
26 operating lines of credit, the Company's primary source of debt financing. On information and
27 belief, Whittemore obtained loans for amounts and on terms which Whittemore allegedly would
28 not have otherwise obtained if not for the banking and lending relationships Wingfield and the

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1 Seenos established and maintained with those same lenders. In addition, rather than applying
2 those loan proceeds to reduce the substantial debt Whittemore owed to both Wingfield and the
3 Seenos, even after receiving the sum of approximately \$44,000,000 as a part of Alsan's ownership
4 acquisition, Whittemore once again chose to shortchange Wingfield and the Seenos and used
5 personal loan proceeds for his personal benefit and causes and for the personal benefit of his
6 family and friends – while also continuing to divert company funds for his personal use and
7 benefit as referred to in this Complaint. As admitted in his confession, Whittemore lied to the
8 Seenos when he represented to them that he would use his personal funds towards capital
9 contributions of Wingfield. To the contrary, Whittemore admitted in his confession that he used
10 bank loan proceeds for lifestyle choices and to make other investments instead of putting 100%
11 back into Wingfield; despite representing that he was 100% invested in Wingfield. On
12 information and belief, Whittemore has defaulted on some or all of these personal loans,
13 jeopardizing Wingfield's and the Seenos' banking relationships with such institutions. On further
14 information and belief, Whittemore's acts of diluting and diverting Wingfield's cash resources has
15 also greatly diminished Wingfield's and the Seenos' ability to raise funds in capital markets.

16 gg. In further example of Whittemore's malfeasance, Whittemore advised the
17 Seenos in approximately September of 2008, that he "was broke" and did not have the financial
18 ability to provide his ownership share of capital necessary to keep the Wingfield entities
19 financially viable. Whittemore convinced Thomas A. Seeno to make his capital contributions for
20 him. This declaration of being "broke" by Whittemore came as a complete surprise to the Seenos,
21 particularly to Albert D. Seeno, Jr. who at the time he made his investment payments to
22 Whittemore in 2007 totaling \$44,100,000 personally advised Whittemore not to spend the entirety
23 of those funds as Whittemore would be expected to make his required capital contributions.
24 Nonetheless, in September of 2008, Whittemore led the Seenos to believe that he had spent the
25 entirety of Alsan's \$44,100,000 in just fifteen months' time. As further indication of Whittemore's
26 dishonest and deceptive practices towards Wingfield and the Seenos, the Seenos subsequently
27 discovered that Whittemore did indeed have significant liquid assets in 2008 that he used to
28 continue his lavish and upscale lifestyle including exotic vacations and substantial jewelry

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1 purchases. Further, on information and belief, in 2008 Whittemore also acquired nine homes in
2 the names of his children and an employee utilizing his proceeds from the Seeno acquisition of
3 Whittemore's ownership interests in Wingfield entities. Whittemore purchased these nine homes
4 and within two months after acquiring the last of these homes declared he was "broke" and
5 coerced the Seenos into making his capital contributions for him. Similarly, Whittemore took
6 title to Boulder Glen, without the knowledge or consent of the Seenos, just a few months before
7 declaring he was "broke." In 2009 and 2010 Thomas Seeno, through his entity TNSS, loaned
8 approximately \$1,454,939 to Whittemore, personally, to be used towards Whittemore's personal
9 lifestyle. In addition, at this same time when Whittemore declared he was "broke" he was
10 diverting \$75,000 per month from the sums paid by Wingfield to St. Thomas Trust as referred to
11 hereinabove. While in control of the books and records, Whittemore chose to deceive the Seenos
12 as to his true financial condition and took these actions for his benefit and the benefit of his
13 family and friends rather than make his ownership contributions to or repay debt he owed to the
14 Seenos or the Wingfield entities. Whittemore continued to receive the benefits of ownership
15 including utilization of tax write-offs to shelter his other sources of income when he made no
16 capital contributions. When Whittemore stopped making capital contributions he should have
17 been relieved of his rights of ownership and those tax losses should have been utilized by the
18 Seenos.

19 hh. In addition to ownership interests in the Wingfield entities, both TNSS and
20 Alsan acquired from Whittemore ownership interests in several outdoor electronic billboard sign
21 companies ("LED Sign Companies"). However, when Alsan acquired its ownership in 2007,
22 Whittemore and Alsan agreed that Alsan would not participate in further funding or losses with
23 respect to the LED Sign Companies which losses then totaled approximately \$2,777,000.
24 Pursuant to Section 1 of the Purchase and Sale Agreement between Whittemore and Alsan,
25 Whittemore agreed to "indemnify and hold Alsan harmless from any losses associated with any
26 and all of the LED Sign Companies. Further, Alsan shall not be required to participate in any
27 future capital transactions of any of the sign companies unless Alsan agrees, at its sole option, to
28 such participation." Whittemore has failed to make good on his promise and legal commitment to

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1 repay the \$2,777,000 Wingfield had incurred and said sum, with interest accrued thereon, remains
2 due, owing and unpaid by Whittemore to Wingfield.

3 ii. On information and belief, Whittemore used the power and prestige he
4 gained by his ownership in Wingfield and from his association with the Seenos to foster
5 relationships within the Nevada business community at large as well as with banks and lenders,
6 law firms, and local, State and Federal lobbyists and politicians for the self-serving purposes of
7 bettering his personal financial and political standing and for maintaining an extraordinarily
8 lavish lifestyle for himself, his family and friends at the expense of Plaintiffs.

9 jj. Plaintiffs relied on representations and promises made by Whittemore as
10 well as his status as a licensed attorney with many years legal experience and his reputation as a
11 person of alleged credibility, honesty, integrity and sound character in their course of business
12 dealings with Whittemore. The egregious acts of Whittemore as alleged in this Complaint have
13 cost Wingfield, its affiliates, and the Seenos tens of millions of dollars. Those alleged acts
14 include Whittemore making unwritten, undocumented and unsecured financial and real estate
15 deals with business, legal and public relations professionals for Whittemore's personal financial
16 gain and to further his political lobbying causes. Many of those same business, legal and public
17 relations professionals also represented Wingfield and its affiliates and, therefore, were
18 supposedly acting in the best interests of Wingfield and the Seenos. The Seenos have recently
19 learned that many of those business, legal and public relations professionals are long-time
20 personal friends of Whittemore. Whittemore never disclosed to the Seenos the conflicts of
21 interest created by those personal friendships. To the contrary, Whittemore made sure those
22 friendships prospered at the expense of Wingfield and the Seenos as alleged in this Complaint.

23 kk. A few examples of Whittemore's using Wingfield's business relationships
24 and the most mission critical business partners for his direct personal gain and furtherance of his
25 lobbying activities include the following:

26 i. On information and belief, Whittemore personally received
27 significant lobbying revenue, personally, from Wingfield's development partner in the Coyote
28 Springs development, Pardee, for lobbying activities performed by Whittemore unrelated to the

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1 business affairs of Wingfield or any of its affiliates. On further information and belief,
2 Whittemore received the sum of \$660,000 from Pardee on January 4, 2008, and an additional
3 \$660,000 from Pardee on May 5, 2008. This relationship and the significant compensation
4 Whittemore received from Pardee were not timely disclosed by Whittemore to the Seenos and
5 was a clear conflict of interest. The transaction between Wingfield and Pardee is a complicated,
6 multi-million dollar transaction that is crucial to the success of Wingfield's business interests.
7 Whittemore negotiated that transaction on behalf of Wingfield while receiving substantial
8 personal compensation from the "opposing" party. This was a blatant conflict of interest in
9 Whittemore's role as an attorney and fiduciary to the Seenos. The damages resulting from such
10 practice are ongoing and are the subject of ongoing review.

11 ii. On information and belief, Whittemore and Defendant Annette
12 Whittemore, as President of Wild West, supplied equipment and furnished installation services to
13 many of their friends and associates, including the principals of a public relations firm doing a
14 substantial amount of business with Wingfield, at or below cost, thereby depleting the inventory
15 otherwise available for sale to the general public and reducing the profits of that company.

16 iii. On information and belief, Whittemore solicited and received a
17 \$100,000 grant from Nevada Energy for the benefit of WPI. Nevada Energy is a critically
18 important and key component of the mass energy plan Wingfield needs for its 43,000+/- acre
19 Coyote Springs development project. Whittemore's failure to disclose to the Seenos his
20 requesting and securing such grant for the benefit of WPI breached his fiduciary obligations to the
21 Seenos.

22 iv. On information and belief, Whittemore also solicited and received
23 contributions from Pardee for the benefit of WPI and engaged the services of the nationally
24 recognized lobbying and public relations firm with whom Wingfield was doing business, as well
25 as Nevada attorneys Gordon Garrett, Alfredo Alonzo and the law firms of Lewis & Roca and
26 Lionel, Sawyer & Collins to serve as registered lobbyists for WPI, all without the knowledge or
27 consent of the Seenos.

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1 v. The result of these alleged acts by Whittemore not only
2 significantly diminished the current financial strength of Wingfield and its affiliates but also
3 leaves the Seenos in a state of suspicion with respect to many of those business, legal and public
4 relations professionals and potentially places Wingfield, its affiliates and the Seenos at financial
5 risk with respect to liabilities and contingencies that Whittemore has greatly undervalued or failed
6 to disclose altogether.

7 23. Upon information and belief, the aforementioned misdeeds and deceitful
8 transactions only constitute a portion of Whittemore's misconduct. Additional investigation is
9 underway and likely to reveal further malfeasance.

10 24. Since Whittemore's admission of his misconduct in September of 2010, Wingfield
11 representatives have met with Whittemore on numerous occasions in an attempt to piece together
12 the extent of Whittemore's actions and in an attempt to begin settling all of the amounts due to
13 Wingfield. While Whittemore has delivered some of the properties and assets to Wingfield that
14 he said he would in his confession, there are numerous other assets he has not delivered to the
15 Seenos as promised including, but not limited to, the proceeds of life insurance policies, vehicles,
16 notes receivables, real property security and renegotiations of loans with third parties including a
17 note which he specifically stated in his "confession" that he would assign to WNG.

18 25. In addition, at such meetings, Whittemore changed his story several times, feigned
19 ignorance or lack of recall when questioned on actions taken by Whittemore in his capacity as a
20 Wingfield Manager, denied the existence of notes receivables which he had formerly claimed he
21 had either disclosed to the Seenos or listed in his personal financial statements, all of which were
22 designed to forestall further inquiry by Plaintiffs into his past actions and current financial
23 situation.

24 26. Whittemore operated and controlled WNG and its subsidiary entities in a
25 fraudulent manner, which was purposefully concealed by Whittemore from the Plaintiffs.
26 Whittemore exercised adverse domination over WNG and its affiliated and subsidiary entities,
27 including Plaintiffs named herein. Whittemore's actionable misconduct as described herein was
28 done while acting outside of the scope and course of his employment and fiduciary duties.

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1 Neither Plaintiffs nor their subsidiary or related entities are imputed with Whittemore's
2 knowledge of his own misconduct, because Whittemore was acting on his own behalf and not on
3 behalf of the Plaintiffs or their related or subsidiary entities. During Whittemore's concealment of
4 his misconduct and fraudulent actions, he was not the sole representative of the principal entities
5 victimized by his fraudulent conduct. The Plaintiffs herein were innocent insiders who could not
6 have exercised corporate authority to prevent Whittemore's fraudulent conduct. As a previous
7 agent of the Plaintiff entities, Whittemore's actions and conduct were adverse to the principal and
8 Whittemore, in conducting the acts, omissions and misconduct described herein, totally
9 abandoned his principal's interests.

10 27. Upon information and belief, after Whittemore resigned from Wingfield, Mamer
11 continued to contact Whittemore and shared Wingfield's confidential business information with
12 Whittemore, his agents, and/or additional third parties, including, but not limited to, his wife
13 Christina Mamer, a former Wingfield employee who was terminated in or around 2007.

14 28. While still a Wingfield employee, on November 8, 2010, Mamer signed the
15 Wingfield Confidentiality and Non-disclosure Policy, which specifically required employees to
16 "maintain the confidentiality of [Wingfield] information, including, but not limited to, customer
17 lists, financial information, pending projects and proposals."

18 29. Upon information and belief, Mamer provided confidential business and
19 proprietary information to Whittemore his agents, and/or additional third parties for the purpose
20 of harming Wingfield.

21 30. Plaintiffs and the members of WNG have each been damaged as set forth herein.

22 31. As a result of Defendants' conduct, Plaintiffs have been forced to retain the
23 services of Pisanelli Bice PLLC and Robison, Belaustegui, Sharp & Low to address the conduct
24 complained of herein and are therefore entitled to all of their attorneys' fees and costs associated
25 with bringing this action.

26 **FIRST CLAIM OF RELIEF**

27 ***(Breach of Fiduciary Duties)***

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32. Wingfield hereby repeats, realleges, and incorporates all of the allegations contained in the preceding paragraphs as though fully set forth herein

33. By virtue of his position as a Wingfield Manager, Whittemore owed Wingfield a fiduciary duty of good faith, honesty and full disclosure and Wingfield relied upon that fiduciary duty.

34. Whittemore breached that fiduciary duty by, among other things, (i) taking funds from Wingfield without the Seenos' knowledge or consent, (ii) providing Wingfield funds, services, and other perks to friends, family and business associates without the other Wingfield Managers' knowledge or consent, (iii) authorizing Wingfield expenditures that should have been charged to outside entities or other third parties, (iv) giving away company assets to friends, family, and business associates without the Seenos' knowledge or consent; (v) by usurping Wingfield's business opportunities; and (vi) by failing to act in the best interest of Wingfield while performing his duties as a Wingfield Manager.

35. As a direct and proximate result of Whittemore's acts and omissions, Wingfield has suffered and will continue to suffer damages in an amount to be proven at trial, but in any event in excess of \$10,000.

36. As a result of Whittemore's conduct, Wingfield has been forced to retain the services of Pisanelli Bice PLLC and Robison, Belaustegui, Sharp & Low to address the conduct complained of herein and is therefore entitled to all of its attorneys' fees and costs associated with bringing this action.

SECOND CLAIM OF RELIEF

(Fraudulent Concealment)

37. Wingfield hereby repeats, realleges, and incorporates all of the allegations contained in the preceding paragraphs as though fully set forth herein.

38. By virtue of his position as a Wingfield Manager, Whittemore owed Wingfield a fiduciary duty of good faith, honesty and full disclosure and Wingfield relied upon that fiduciary duty.

39. Whittemore breached that fiduciary duty by, among other things:

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1 a. Using Avantair flights between 2004 and 2010 flights from Wingfield's
2 fractional ownership for family, friends, and others and charged these flights to Wingfield without
3 reimbursing Wingfield;

4 b. Authorizing WPI's use of the flights with Avantair without reimbursing
5 Wingfield;

6 c. Authorizing various Wingfield employees to perform work for WPI; failing
7 to account for these hours and failing to reimburse Wingfield for the use of its employees'
8 non-Wingfield related work, including directing that any and all hours for WPI work performed
9 by an outside lobbying agency be billed to Wingfield. Again, this was done without reimbursing
10 Wingfield;

11 d. Paying himself extra management fees between 2007 and 2010,

12 e. Withdrawing approximately \$450,000.00 in additional payroll and owner
13 draws from Wingfield's accounts for himself between March 2007 and June 2007;

14 f. Taking a salary from Wingfield in excess of what the Seenos agreed to pay
15 between 2003 through 2010;

16 g. Receiving and keeping investment funds for himself that should have gone
17 to Wingfield;

18 h. Failing to give Wingfield fees that he collected that should have gone to
19 Wingfield;

20 i. Misappropriating funds by taking \$600,000 in cash as meals and
21 entertainment expenses between January 2004 through June 2010 without reimbursement or
22 accounting;

23 j. Using the restaurant at the Red Hawk to cater a multitude of private parties,
24 family dinners, and other family events, without reimbursing Wingfield;

25 k. Approving generous discounts of approximately 35%, for others' use of
26 Red Hawk, without reimbursing Wingfield;

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1 l. Incurring in excess of \$1,000,000 in personal charges between 2004
2 through March 2011 at the clubhouse, golf course, and catering events, without reimbursing
3 Wingfield;

4 m. Allowing friends and family to play numerous rounds of golf at Red Hawk
5 without compensating Wingfield, without reimbursing Wingfield;

6 n. Inappropriately charging a total of \$572,693.60 to Wingfield for costs
7 related to consulting work in contradiction to the agreement with the Seenos;

8 o. Billing Wingfield for his personal use of Wingfield's CPA firm between
9 2004 through 2009, without reimbursing Wingfield;

10 p. Incorrectly writing-off Wingfield investments;

11 q. Retaining Wingfield investments for himself;

12 r. Giving away Wingfield assets, including, but not limited to elk tags valued
13 at \$15,000 per tag, without reimbursing Wingfield;

14 s. Making certain donations that should have been paid by him instead of
15 Wingfield;

16 t. Writing-off of amounts owed to Wingfield by Whittemore's personal
17 friends and business contacts;

18 u. Loaning hundreds of thousands of dollars to personal friends from
19 Wingfield accounts, without reimbursing Wingfield;

20 v. Loaning funds totaling over \$500,000 to other companies, including
21 Uniforms Express, without reimbursing Wingfield;

22 w. Authorizing the use of Wingfield funds in the construction of his home,
23 without reimbursing Wingfield;

24 x. Charging construction expenses to Wingfield that should have been borne
25 by him;

26 y. Concealing his interests in various entities and organizations to Wingfield's
27 detriment; and

28 z. Concealing his misdeeds from the Seenos.

41. Beginning in 2010, the Seenos began noticing discrepancies in Wingfield's financials, which led them to confront Whittemore. Confronted with evidence of his misdeeds, Whittemore confessed and disclosed a multitude of acts that revealed years of theft, conversion, asset misappropriation, and breach of fiduciary duties to Wingfield.

43. As a result of Whittemore's conduct, Wingfield has been forced to retain the services of Pisanelli Bice PLLC and Robison, Belaustegui, Sharp & Low to address the conduct complained of herein and is therefore entitled to all of its attorneys' fees and costs associated with bringing this action.

(Civil Conspiracy)

45. Whittemore, Defendant Annette Whittemore, Defendant Mamer, and DOE and/or ROE Defendants knowingly acted in concert with each other, intending to accomplish an unlawful objective for the purpose of harming Wingfield.

47. In furtherance of the conspiracy, Mamer provided confidential business and proprietary information to the Whittemores to further harm Wingfield.

48. As a direct and proximate result of Defendants' acts and omissions, Wingfield has suffered and will continue to suffer damages in an amount to be proven at trial, but in any event in excess of \$10,000.

49. As a result of Defendants' conduct, Wingfield has been forced to retain the services of Pisanelli Bice PLLC and Robison, Belaustegui, Sharp & Low to address the conduct complained of herein and is therefore entitled to all of its attorneys' fees and costs associated with bringing this action.

FOURTH CLAIM OF RELIEF

(Breach of Contract)

50. Wingfield hereby repeats, realleges, and incorporates all of the allegations contained in the preceding paragraphs as though fully set forth herein.

51. The Operating Agreement constitutes a valid, binding, and enforceable contract.

52. At all times relevant hereto, the Seenos fulfilled their contractual obligations to Wingfield under the Operating Agreement, or were excused from performance under the same.

53. Whittemore failed to fulfill his obligations under the Operating Agreement and has materially breached the same by, *inter alia*, failing to perform his duties as a Wingfield Manager in good faith.

54. As a direct and proximate result of Whittemore's acts and omissions, Wingfield has suffered and will continue to suffer damages in an amount to be proven at trial, but in any event in excess of \$10,000.

55. As a result of Whittemore's conduct, Wingfield has been forced to retain the services of Pisanelli Bice PLLC and Robison, Belaustegui, Sharp & Low to address the conduct complained of herein and is therefore entitled to all of its attorneys' fees and costs associated with bringing this action.

FIFTH CLAIM OF RELIEF

(Tortious Breach of the Implied Covenant of Good Faith and Fair Dealing)

56. Wingfield hereby repeats, realleges, and incorporates all of the allegations contained in the preceding paragraphs as though fully set forth herein.

57. Whittemore entered into a valid and binding contract for the operation of Wingfield.

63. As a result of Whittemore's conduct, Wingfield has been forced to retain the services of Pisanelli Bice PLLC and Robison, Belaustegui, Sharp & Low to address the conduct complained of herein and is therefore entitled to all of its attorneys' fees and costs associated with bringing this action.

(Unjust Enrichment)

65. Wingfield conferred a benefit on Whittemore and it did not intend to confer such a benefit gratuitously.

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66. Whittemore will be unjustly enriched if allowed to retain all of the funds and assets misappropriated from Wingfield without compensating Wingfield.

67. It would be inequitable not to require Whittemore to return the misappropriated assets and compensate Wingfield for the misappropriated funds.

68. As a direct and proximate result of Whittemore's unjust enrichment, Wingfield has suffered and will continue to suffer damages in an amount to be proven at trial, but in any event in excess of \$10,000.

69. As a result of Whittemore's conduct, Wingfield has been forced to retain the services of Pisanelli Bice PLLC and Robison, Belaustegui, Sharp & Low to address the conduct complained of herein and is therefore entitled to all of its attorneys' fees and costs associated with bringing this action.

SEVENTH CLAIM OF RELIEF

(Conversion)

70. Wingfield hereby repeats, realleges, and incorporates all of the allegations contained in the preceding paragraphs as though fully set forth herein.

71. Whittemore wrongfully committed dominion over Wingfield's property by, among other things,

a. Using Avantair flights between 2004 and 2010 flights from Wingfield's fractional ownership for family, friends, and others and charged these flights to Wingfield without reimbursing Wingfield;

b. Authorizing WPI's use of the flights with Avantair without reimbursing Wingfield for costs incurred;

c. Authorizing various Wingfield employees to perform work for WPI; failing to account for these hours and failing to reimburse Wingfield for the use of its employees' non-Wingfield related work, including directing that any and all hours for WPI work performed by an outside lobbying agency be billed to Wingfield. Again, this was done without reimbursing Wingfield;

d. Paying himself extra management fees between 2007 and 2010,

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- e. Withdrawing approximately \$450,000 in additional payroll and owner draws from Wingfield's accounts for himself between March 2007 and June 2007;
- f. Taking a salary from Wingfield in excess of what the Seenos agreed to pay between 2003 through 2010;
- g. Receiving and keeping investment funds for himself that should have gone to Wingfield;
- h. Failing to give Wingfield fees that he collected that should have gone to Wingfield;
- i. Misappropriating funds by taking \$600,000 in cash as meal and entertainment expenses between January 2004 through June 2010 without consent, reimbursement or accounting;
- j. Using the restaurant at the Red Hawk to cater a multitude of private parties, family dinners, and other family events, without reimbursing Wingfield;
- k. Approving generous discounts of approximately 35%, for others' use of Red Hawk, without reimbursing Wingfield;
- l. Incurring in excess of \$1,000,000 in personal charges between 2004 through March 2011 at the clubhouse, golf course, and catering events, without reimbursing Wingfield;
- m. Allowing friends and family to play numerous rounds of golf at Red Hawk without compensating Wingfield;
- n. Inappropriately charging a total of \$572,693.60 to Wingfield for costs related to consulting work in contradiction to the agreement with the Seenos;
- o. Billing Wingfield for his personal use of Wingfield's CPA firm between 2004 through 2009, without reimbursing Wingfield;
- p. Retaining Wingfield investments for himself;
- q. Giving away Wingfield assets, including, but not limited to elk tags valued at \$15,000 per tag, without reimbursing Wingfield;

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1 r. Making certain donations that should have been paid by him instead of
2 Wingfield;

3 s. Writing-off of amounts owed to Wingfield by Whittemore's personal
4 friends and business contacts;

5 t. Loaning hundreds of thousands of dollars to personal friends from
6 Wingfield accounts, without reimbursing Wingfield;

7 u. Loaning funds totaling over \$500,000 to other companies, including
8 Uniforms Express, without reimbursing Wingfield;

9 v. Authorizing the use of Wingfield funds in the construction of his home,
10 without reimbursing Wingfield; and

11 w. Charging construction expenses to the company that should have been
12 borne by him.

13 72. Whittemore's wrongful dominion over Wingfield's assets was inconsistent with
14 and in derogation of Wingfield's rights.

15 73. As a direct and proximate result of Whittemore's conversion, Wingfield has
16 suffered and will continue to suffer damages in an amount to be proven at trial, but in any event in
17 excess of \$10,000.

18 74. As a result of Whittemore's conduct, Wingfield has been forced to retain the
19 services of Pisanelli Bice PLLC and Robison, Belaustegui, Sharp & Low to address the conduct
20 complained of herein and is therefore entitled to all of its attorneys' fees and costs associated with
21 bringing this action.

22 **EIGHTH CLAIM OF RELIEF**

23 *(Intentional Interference with Prospective Economic Advantage)*

24 75. Wingfield hereby repeats, realleges, and incorporates all of the allegations
25 contained in the preceding paragraphs as though fully set forth herein.

26 76. A prospective contractual relationship existed between Wingfield and MRGI, the
27 successor entity to Argus Media, Inc., regarding a potential merger of MRGI. Upon such merger
28

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1 or acquisition, Wingfield's interest in MRGI would be valued at \$2,280,000 based on Wingfield's
2 prior investment.

3 77. Whittemore knew of this prospective relationship because MRGI contacted
4 Whittemore directly to inform him of Wingfield's potential future interest.

5 78. Whittemore intended to harm Wingfield by preventing the relationship between
6 MRGI and Wingfield by, inter alia, incorrectly writing-off the investment amount or retaining the
7 investment amount for himself.

8 79. This original investment was part of Whittemore's contribution to form Wingfield
9 and thus, Wingfield owned the interest in Argus Media, Inc.

10 80. Whittemore had no privilege or right to unilaterally write-off any such
11 investments.

12 81. As a direct and proximate result of Whittemore's conduct, Wingfield has suffered
13 and will continue to suffer damages in an amount to be proven at trial, but in any event in excess
14 of \$10,000.

15 82. As a result of Whittemore's conduct, Wingfield has been forced to retain the
16 services of Pisanelli Bice PLLC and Robison, Belaustegui, Sharp & Low to address the conduct
17 complained of herein and is therefore entitled to all of its attorneys' fees and costs associated with
18 bringing this action.

19 **NINTH CLAIM OF RELIEF**

20 ***(Breach of Fiduciary Duties)***

21 83. TRP hereby repeats, realleges, and incorporates all of the allegations contained in
22 the preceding paragraphs as though fully set forth herein.

23 84. Whittemore owed TRP a fiduciary duty of good faith, honesty and full disclosure
24 and TRP relied upon that fiduciary duty.

25 85. Whittemore breached that fiduciary duty by, among other things, (i) taking
26 "consulting fees" from the real estate agent for the Geyser Ranch acquisition; and (ii) failing to
27 disclose his benefit in the Geyser Ranch acquisition to the Seenos.

28

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86. As a direct and proximate result of Whittemore's acts and omissions, TRP has suffered and will continue to suffer damages in an amount to be proven at trial, but in any event in excess of \$10,000.

87. As a result of Whittemore's conduct, TRP has been forced to retain the services of Pisanelli Bice PLLC and Robison, Belaustegui, Sharp & Low to address the conduct complained of herein and is therefore entitled to all of its attorneys' fees and costs associated with bringing this action.

TENTH CLAIM OF RELIEF

(Breach of Fiduciary Duties)

88. Foothills hereby repeats, realleges, and incorporates all of the allegations contained in the preceding paragraphs as though fully set forth herein.

89. Whittemore owed Foothills a fiduciary duty of good faith, honesty and full disclosure and Foothills relied upon that fiduciary duty.

90. Whittemore breached that fiduciary duty by, among other things, taking legal or consulting fees from Dr. Pepper/7-Up Bottling Company that should have gone to Foothills.

91. As a direct and proximate result of Whittemore's acts and omissions, Foothills has suffered and will continue to suffer damages in an amount to be proven at trial, but in any event in excess of \$10,000.

92. As a result of Whittemore's conduct, Foothills has been forced to retain the services of Pisanelli Bice PLLC and Robison, Belaustegui, Sharp & Low to address the conduct complained of herein and is therefore entitled to all of its attorneys' fees and costs associated with bringing this action.

ELEVENTH CLAIM OF RELIEF

(Breach of Contract)

93. Wingfield hereby repeats, realleges, and incorporates all of the allegations contained in the preceding paragraphs as though fully set forth herein.

94. The Wingfield Nevada Group Employee Handbook and the Confidentiality and Non-Disclosure Policy therein, constitutes a valid, binding, and enforceable contract.

98. As a result of Mamer's conduct, Wingfield has been forced to retain the services of Pisanelli Bice PLLC and Robison, Belaustegui, Sharp & Low to address the conduct complained of herein and is therefore entitled to all of its attorneys' fees and costs associated with bringing this action.

(Breach of the Implied Covenant of Good Faith and Fair Dealing)

103. As a direct and proximate result of Mamer's acts and omissions, Wingfield has suffered and will continue to suffer damages in an amount to be proven at trial, but in any event in excess of \$10,000.

(Misappropriation of Trade Secrets)

3. For an award of pre- and post-judgment interest until the judgment is paid in full;
4. For an award of attorney's fees and costs of suit; and
5. For such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs, by and through their undersigned counsel of record, hereby demand a trial by jury on all issues triable to a jury as a matter of right.

Dated this 9th day of February, 2012.

PISANELLI BICE, PLLC

By: /s/ James J. Pisanelli

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